Previous references. 1892-3
191 .
(Sep. Rev)

Later references. 27 a/ 96-7

File No. 11 a/ 92-3

Serial Nos. 1 – 22

GENERAL AND REVENUE SECRETARIAT.

Serial Nos. 1 – 22

Major. ~~Part~~ B. for November 1896

SUBJECT

Anandur Ramanna's case regarding his Toddy Contract for 1892-3 in his Areca and Salike.

Sl 1. From The Excise Commissioner

No 6329/318 Dt. 5-6-93

Forwards Copy of Correspondence from the Dy Comr. Hassan, relating to the Complaint of A. Ramanna

G. R. S. 58

GPB—4,000—1-7-11

Sl 6. From The Ex. Commissioner
No 1038/106 Dt. 27-8-95

Forwards extract of the para 6 of the memorandum of the Dy Comr. Hassan regarding the arrears due by Anandur Ramanna.

Sl 7. To The Ex Comr.
No 3038/Ex 88 10-9-95

Requests that the Dy Comr called upon to expedite the remission statement promised in his memorandum.

Sl 8. From The Private Secy. to H.H. the Maharani Regent Mysore
No 90. Dt 1-11-95
Forwards, for disposal, a petn from Ramanna.

Sl 9. From Anandur Ramanna
pet No 1698. 27-10-95
prays that his previous petition may be disposed of early.

Sl 10 To The Ex Comr.
No 5152/Ex 166 4-12-95

Forwards the above petition with a request to expedite the disposal of the petition.

Sl 16 From — The [illegible] Secy. to H.H. the Maharani Regent Mysore
No. 174. 31-3-96
Transfers for disposal another petition from A Ramanna.

Sl 17. From — The private Secy. to H.H. the Maharani Regent Mysore
No. 194. 7-5-96
Transfers another petition for disposal from A. Ramanna

Sl 18. To — Anandur Ramanna
No 3491. Dt. 9-5-96
States that his petition has been forwarded to the Ex Comr for disposal

Sl 19. From — The Ex Comr.
No 4714/526 21-5-96

Forwards copy of Communication from the Dy Comr. Hassan, with a remission statement for Rs 1040-8-0 in favor of A. Ramanna.

Sl 20 From — The Ex Comr
No 4814/536 26-5-96

Forwards the file of ~~Vernacular~~ Vernacular papers connected with the remission recommended in favor of A. Ramanna.

Sl 21 To The Ex Commissi
No 2871-2/Ex 99 Dt. -96

States that Ramanna's plainb
must be dismissed and zero
for the remission of Rs 104 3 due
by him.

Sl 22. To The private secy H. H.
to Maharani. Rec Mysore.
No. 4733/766. 23- 6

Forwards a copy of rder
passed on the appeal a under
Ramanna.

Commenced
JG

T.V. Ramadasa yesper.

3-11-

CHIEF SECRETARY'S OFFICE.

REVENUE BRANCH.

OFFICE NOTE.

SUBJECT. Complaint of Arumudur Ramanah, Toddy Vend farmer in the Arkalpud Taluk.

11 a 92-3

LAST REFERENCE. Letter No. 6329/348 dated 5th June 93 from the Excise Comr

Vide No 6329/348 dy 5th June 93.

The Excise Comr forwards the correspondence on the subject for the information of Govt as required in Rule 4 of Govt Regns *4668-2/Ci 13/ dy 25th sept/88 prescribing Rules for the conduct of Suits filed against Govt Officers.

* Vide Spare copy submitted.

2 The complaint of

Ramanah referred to above
is that he sustained a
loss of Rs 1000/ in con-
sequence of certain date
groves attached to his
circles not having
been made over to him
and that he would
therefore file a suit
against the Amildar
on account of his loss.

3. The Deputy Collr, Hawan
Dist. reports that a notice
was issued to the Amildar
of Arkalgud by Mr Lanza
Iniyar Advocate on behalf
of Cammanah as regards

Ir. No 1675
dt 2nd April 1873

the above, and therefore submits the grounds of defence or rather his reasons for saying that the complaint is groundless. He submits also a precis of the whole correspondence.

4. This information should have been submitted to Govt within atleast a whole fortnight before the expiry of 2 months (allowed by sec 424, Civil Procedure Code) from ~~the date of~~ the date of receipt of Mr Ranga Rangaswamy's

Vide para 37, 24. of Progs no 6668-79 dt 137 dt 25th sept/88

Show cause notice

probably 12th Feby/93.

5. A reply was however directed to be sent to the advocate briefly pointing out that no suit was sustainable. - But to this → the Dy Com[illegible] evidently objected as opposed t[illegible] orders of Govt 466 79 Cir[illegible] of 25th Septr 1888 - & the Ex. Comr [illegible] before now lays the matter [illegible] fore Govt for orders

7/6/95 [signature] S. A.

vide [illegible] Comr's no 5410/91 Dy 12th [illegible] /93 to the Dy Co[illegible] Hassan &c.

Submitted for orders.

[initials] 17/6

[initials] 17/6/93

6. The papers turned up on 20/3/95 & the 3rd Councillor enquired if the arrears have since been recovered & how and enclosed another petition for attention & report if necessary with the records of the case.

7. The Dy Comr confirms his original views & states the defaulter's lands are being attached and sold for the arrears due.

8. The petitioner, through his Advocate, may now be informed that no suit is sustainable & that he must pay up the arrears due.

Orders are solicited

7/6/95 [signature] S. A.

The [illegible] applicant [illegible] frivolous [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] necessary [illegible] [illegible] [illegible] [illegible] Excise Comr [illegible] asked the Dy Comr to [illegible] the arrears without [illegible] further delay. [illegible] may be asked [illegible] if this [illegible] since been [illegible] [illegible]

Submitted to [illegible] Councillor [illegible]

Draft [initials] 11.6.95 The 3rd [illegible]

Excise Form No. 1

Office Note for orders.

Subject — Appeal Petition of Anandur Ramanna, Toddy Vend Farmer of Kudr-patna and 4 other circle in the Arkalgude Taluk for the year 1892-93, dam-ing compensation for loss sustained by him in the contract.

Last Reference: — Letter No. 4814/536 dy 26.5.96 from the Excise Commr.

The facts of the case are fully explained in the Dy Commr's letters + & the precis of the rec: papers therewith received. The important points in the case, with the grounds of appeal as set forth by the Petr in his appeal Petn No. 417 dy 1st July 1893, are briefly

+ Enclosures to Excise Commr's letters Nos 6329/348 dy 5.6.93 & 5122/468 dy 29.5.95.

Stated below:-

2. In the Toddy Sales held in January 1892 by the late Mr. McDonell & the Special officer Mr. Gopalaiengar, the Petr purchased the Toddy Vend Farms of the marginally named circles in the Arkalgude Taluk for Rs. 4016-4-0 at a monthly rental of Rs. 334-11-0 inclusive of Local Cess. The undermentioned groves or Vanams were assigned to the Toddy Farms shewn against them -

1. Ramanathpur
2. Basavapatna
3. Kerlapur
4. Kusumapatna
5. Kerehodu marthi

Please see paper marked A

Name of the Farm.	Name of the Grove
1. Ramnathpur -	Yelladahalli & Sabrakodgi in the Yeda-lore Taluk.
2. Basavapatna -	Hosagrahar & part of Bheerya in Turgodore Taluk and Some other Vanams in Basavapatna -
3. Kérlapur -	Yelladahalli pété

and Dadaballe
pete in the Yeda-
-tore Taluk —

4 Rudrapatna } 1 Attigode
5 Kergodumarki } 2 Ramanagudde
3 Harvinakatte
4 Piddikere
5 Dullegowdana
-Kere-
6 Rudrapatna

Please See Amildar's
Memo. Paper
marked VA
h

From the beginning of his con
-tract period, the Petr evaded
payment of the Kists due
by him according to Stipulate
pleading, without any real
ground, that Some of the
grones assigned to his farms
were not properly given
over to his possession in
due time. He, however,
paid the deposit of a
month's rental in May/92
& the Kists for April &
May in June/92, and
at the close of the contract
period, all that he had
paid amounted to Rs. 2788/11/3
and he became a defaulter

to the extent of Rs. 1227-8-3.
Instead of paying up these
arrears, the Petr threatened
the Amildar with a lawyer's
notice that he would sue
him (Amildar) for the loss sus-
tained by him, as the
Amildar's failure to put some of
the Petr in possession of the
groves assigned to his farms
was the cause of such loss.
At length, the Dy Commr
& the Excise Commr decided
that the Petr's claim for
compensation was not
based on reasonable grounds
inasmuch as his plea that
the groves were not fully
given over to his possession
in due time was not borne
out by the recorded facts
of the case. The final
steps taken in the matter
was the sale of the defaulters

and his Sureties' properties,
with the result that
only Rs. 187 were realized
towards the payment of
the arrears of Rs. 1227-8-3.

Please see last para of the memo -

3. The Petr appeals against the Dy Commrs & Excise Commrs orders and claims Compensation of Rs. 2167 for the following reasons: —

(i) Dadadahalli and yelladahalli in the yedatore Taluk were the two groves assigned to the Kerlapur circle in the Arkalgude Taluk. When the Petr purchased the Harathanahalli farm also in the yedatore Taluk, to which the groves of Dadadahalli and Harathanahalli were assigned, he thought that there were two groves by the name of "Dadadahalli". But when he began to work the farms, he found that the same vanam

viz Dadadahalli, had
been assigned to the two
circles that the Toddy
Inspectors of the two
Taluks told him the
same thing. Thus
he had to get the Supply
of Toddy to the Kerlapur
circle from yeladahalli
grove only, the trees
in Dodadahalli grove
being Sufficient to
meet the demand
of Hardanahalli farm.

The Dy Commr refutes the above Statement as follows:—

"In 1892, he (the Petr) complained that Dadadahalli grove had also been assigned to Haradanahalli farm & that there were no trees in yelladahalli grove. He was informed in reply that from the Toddy Daroga's

Please See enclosure to Excise Commr's No 5122/468 & 295

* vide paper marked VA/b

* report it was understood that he was getting supply of Toddy from Dadalalli vanabboth the farms (Kerlapur & Haradanahalli) & that there were trees in the yelladahalli grove. Therefore the Peti's present Statement is incredible. It is unlikely that a contractor of Ramana's Stamp did not enquire about the Situation of the groves attached to the different farms he purchased. If, as alleged by him, Ramana was sure that Sufficient Toddy could not be got for Kerlapur farm, he should have withheld payment of the deposit & the Instalment which he paid in May & June

and should have refused to mention this grove in the Muchalika executed by him in July 1892. ——

Besides this the Amildar says that during the sale, the bidders (including the Petr) were apprised of what groves were attached to the Toddy Farms & also of the fact that they were sold subject to all errors of description, but these facts were not put in writing. The Special Excise Asstt Commrs Endorsement to the Petr No 674011-6-92 gives a reply on the above terms.

× vide paper marked VA/h

vide paper marked VA/C

(ii) The second grounds assigned by the Petr is this:— Of the 6 groves that were assigned to the Rudrapatna & Hergodu Farms, only 3 were in his actual

enjoyment till the end of
the year, the remaining
3 although stated to have
been given to the Petr's
possession on the strength
of the vouchers obtained
from him, were nominally
delivered to him late in
July 1892, ~~Oct~~ and continue
to be appropriated by
the contractors of the
Railroad circle in the Hum-
sur Taluk. These vouchers
are not sufficient to prove
the actual delivery of the
possession of the groves, as
one of them was given on
trust to the Toddy Inspector
to facilitate the despatch
of official work, the other
obtained by Bettadapur
Shekdar has no intrinsic
value inasmuch as it
was calculated to throw

dust into the eyes of the
Petr & to give a virtual
effect to the orders he had
received from the Amildar.
& the last was given under
great inducement of the
Toddy Inspector who said
that this voucher would shew
that the farms were not
in the possession of the
Petr till then. ———

The Amildar's memo* shews * paper marked $\frac{VA}{h}$
that not only are the
farms under dispute
very near Anandur vil-
lage wherein the Petr resides
but also that Ramanna
is the Hakdar Shanbogue
of Rudrapatna Hantar. Ra-
-manna is therefore to be
credited with a knowledge
of the position & capa-
-bilities of the groves. Beside
this his complaints were
then & there settled &

vouchers taken from
him in token of the delivery
of the groves free from
all objections. His state-
-ment that they were
only nominal, cannot
be easily believed, regard
being had to the fact
that he is literate and
shrewd & therefore the last man to
grant a voucher without
due consideration. If
his allegations were true,
he would not have paid
the deposit amount &
the Kliest for April & May, nor
would he have executed
the Muchalika in July
1892, mentioning the very
covenants he was com-
plaining of from the
Commencement. For the
foregoing reasons, the Dy
comm^r

& the Excise Commr= have come to the conclusion that the complaint of the Petr= is groundless.

Please see portions marked A & B in the Dy Commrs letter accompanying Ex: Commrs letter No. 5'122/468 dy 29.5.95.

4. Moreover the following circumstances conclusively prove that the Petrs complaints were then & there settled and he agreed to such settlement without any objection:-

(1) When the Petr= complained that Biddikere vanam assigned to Rudrapatna & Kergodu marti circles was being used by one Narasegowda, contractor of the Hunsur Taluk, the Bettadapur Sheikdar went to the spot in company with the Petr= and other villagers and prohibited Narasegowda from drawing any toddy in the Biddikere grove.

Paper marked VA/d.

(2) There was some dispute between the Petr and the contractor of the Paknad circle in the Hunsur Taluk, regarding Ramanagudde grove attached to Kudra patna & Kirgoor circles. In the presence of the Hunsur Taluk Toddy Inspector both of them came to a mutual understanding & the Petr said that all his takrars were at an end.

vide paper marked VA/E

(3) Before the Toddy Inspector of the Arkalgude Taluk, the Petr has made a statement to the effect that his complaint as regards Siddikere grove was settled by the Shekdar of Bettadapur, that there was no more takrar about the other groves, & that he well knew that Dadadahalli & yelladahalli were the two groves assigned to

vide paper marked VA/G

the Kerdapur farm about which he had no complaint.

This Single Statement of the Petr, without any other evidence, proves beyond all doubt that his complaints are false.

Further, in his Statement* dated 25th Septr 1892 before the Toddy Inspector of the Arkalgude Taluk, the Petr attributes the loss, for which he now claims compensation, more to his inexperience of the work and want of necessary convenience to work the farm than to anything else.

On this plea he asked for time till 10th Octr 1892 to pay the Kists due for June, July & August last.

5. As regards the adjustment of the arrears:—

The Kists contracted among

* Paper no 33 in the nomenclature A Jr

was Rs. 4,016-4-0, of which the instalments paid up by the Petr including the deposit of Rs. 334-11-0 amounted to Rs. 2,788-11-9 and at the close of the contract he became a defaulter to the extent of Rs. 1227-8-3. The defaulter's properties were in the first instance attached and sold for Rs. 1120 under Section 54 of the L.R. Code free of all encumbrances. The Dy Commr set aside the Sale on the ground that the right & title only should have been sold under Section 161 of the Code & that there appeared to exist some Takrars of the joint Khata-dars. When the properties were again put up to auction there was no bid for the lands except for one Survey number which fetched only Rs 116/-. The immoveable

× Paper marked VA/f

× vide paper marked VA/i

× Paper marked VB/a

properties of the Sureties were then Sold ⊛ & Rs. 71 only realized. Deducting the total amount of Sale proceeds (187) from the balance of Kists due by the Defr (1,227-8-3), there will Still be left Rs. 1,040-8-3. The villagers' Mahajans ✕ & the Amildar's report ✱ Shew that neither the defaulter nor his Sureties have any moveable properties. The Excise Commr has recommended the remission of the arrears of Rs. 1,040-8-3. ~~[illegible]~~

⊛ vide paper marked VB/b

✕ marked VB/C & VB/d

✱ marked VB/e

Please See the remission Statement received with Ex. Commr's No. 4714/5-26 dt 23/5/96

A reminder petition of 15th August 96 (Regd No 651) received from Alwandar Ramanna soliciting early orders in his case is Subd.

Submitted for orders

B-G
21/8/96

No. 6329 (Genl 2) / 348 Excise Commissioner's Office
Bangalore, dated 5th June 1893.

From

The Excise Commissioner
in Mysore

To

The Chief Secretary to the,
Dewan of Mysore.

Sir,

I have the honor to forward, herewith, for the information of Government, copy of the marginally noted correspondence &c regarding the complaint of Arcandur Ramanna Toddy vend farmer of certain circles in the Arkulgud taluk for the period of 12 months from 1st April 1892 to 31st March 1893; that he had sustained loss in consequence of certain groves attached to his circles, not having been put in his possession; and that he would therefore sue the amildar of the Taluk for Rs 1000 on account of the loss.

I have the honor to be,
Sir
Your Most Obedient Servt

L Rice.
Excise Commissioner
in Mysore

1. Letter No. 1445, dated 10th April 1893, from the Deputy Commissioner, Hassan District.
2. Docket No. 5410/91, dated 12th April 1893, to ——— do
3. Docket No. 1446, dated 2d June 1893 from ——— do
4. Docket No. ———, dated 5th June 1893 to ——— do
5. Extract of correspondence from Deputy Commissioner, Hassan, in original

No. 1475

Enclos: One + 1 file of V.P.

3

Deputy Commissioner's Office
Hassan District
Dated Hassan 10th April 1893.

From.

P. N. Purnaiya Esqr.
Deputy Commissioner.
Hassan District

To

The Excise Commissioner
in Mysore

Sir,

I have the honor to report that one Anandur Ramanna took up the marginally noted Toddy Circles in the Arkalgud Taluk from 1st April 1892 to 31st March 1893 for Rs 334-11-- per month including Local cess — certain vanams being assigned to each circle. —

Basavapatna
Ramnathpur
Kerlapura
Rudrapatna
and Heragode
Marty

In his petition to the Arkalgud Amildar, Ramanna stated that there were no trees in the vanams assigned to Rudrapatna, Heragode marty and Keerlapur shops and requested that their boundaries might be defined and the vanams put in his possession.

Ramanna failed to pay the required

And that these vanams are not in his possession, and that they have been attached to Oakud &c Shops in Hunsur Taluk to which Toddy is being taken. In short he stated that his principal Complaint is that sufficient Vanams from which Toddy could be supplied to the three Shops of Kerlapur, Rudrapatna and Keragode marty have not been given him although he has been complaining to the Taluk authorities often.

From the reports received from the Amildar and the Toddy Daroga, it will appear that with regard to his first Complaint that Dadadahully vanam is attached both to Kerlapur Shop in Arkalgud Taluk and Harthanahully Shop in Yedatoray Taluk and that both Shops are taken up by Ramanna himself. And as another vanam viz Yelladahully is also attached to Kerlapur Shop sufficient Toddy has been supplied from these two vanams to the above Shop.

With regard to the 2nd Complaint, that out of six vanams attached to Rudrapatna and Keragode marty Shops the Riddekere vanam which was in dispute has been put in possession of Ramanna by the

Bettadapura

and presented a petition setting forth his complaint as follows:—

That out of four circles taken up by him he has Complaint only about the following — viz.

(1). Kerlapur Circle.
(2) Rudrapatna and Keragode marty Circle.

With regard to (1) Kerlapur circle he stated that out of 2 vanams assigned to that Circle viz: Dadadhully and ayelladhully the former vanam has been Setapart to Karthanahully Shop in ayedatoray Taluk and that there are no suitable trees in ayelladahully vanam.

2 ndly. That the vanams assigned to Rudrapatna and Keragode marty Shops are as follows:—

(1) Attigode vana
(2) Ramana goddary vana
(3) Harvanjanakatte vana
(4) Rudrapatna vana
(5) Siddekere vana
(6) Kullegowdanakere vana

That in these six vanams there are only few trees belonging to government the rest belonging to Sidavalidars;

and

probably on the plea set forth by him in his petition above referred to.

A notice was issued to him to pay the same on pain of the Circles being resold. He paid the deposit amount as well as the Khist for April and May and executed muchalikas as per rules inserting the vanams set apart for each Circle and requested him to pay up the Khists for subsequent months. He, however renewed his complaints about the vanams. Enquiry was instituted into the matter through the Hunsur Taluk where the vanams in dispute are situated — and Siddekere vanam which was in dispute was put in his possession by the Sheikdar of Bettadapura Hobli of that Taluk (vide paper No. 15 in the file). A Compromise also appears to have been effected between Ramanna and one Narsegowda Contractor of Parkod Shops in the Hunsur Taluk by exchange of vanams (vide Muchalga No. 20 in the file.)

Notwithstanding the Compromise above referred to, he appeared in person before me on the 5th November last

Bettadapur Sheikdar and he acknowledges possession thereof, and in his statement before the Toddy Inspector (vide paper No 4 in the file) he has stated that he has no complaint whatever with regard to other vanams set apart to this circle and that he has made himself acquainted with them already.

An endorsement No 273, dated 10th November 1892, was given to Ramanna by the District office to the above effect. (vide paper No in the file.

The amildar represented to me through the Excise assistant Commissioner stating that Ramanna had failed to pay up the arrears due by him bringing forward the same excuses about vanams. The Excise Assistant Commissioner was informed in this office yadi No 815 dated 20-1-93 (vide paper No 48 in the file) that the Complaint of Ramanna had already been settled as per endorsement already given to him and Consequently that the arrears due by Ramanna should be recovered by issue of notice and attachment of property &c. The amildar accordingly proceeded to recover the amount and the property of Ramanna has since been sold

for Rs. 1120-0-0 on account of arrears due by him viz: Rs 1031-13-2 up to end of January last - but the sale has not yet been Confirmed. The Excise assistant Commissioner has forwarded with his yadi No 300 the report of the Amildar of Arkalgud Taluk enclosing the notice given to the amildar by Mr Ranga Iyengar advocate intimating that he would Sue the amildar on behalf of Ramanna for Rs 1000 for the loss sustained by his client. He (the advocate) bases his notice on the following grounds: —

1st. That Dadadahully vana attached to Kerlapur shop has been set apart to Harthanahully shop in oyedatoray Taluk, and that Sufficient toddy was not Supplied from oyelladahully vana and that these vanams were not shown to Ramanna until June and July and therefore it was difficult for Ramanna to realise even half the amount.

2ndly. That the six vanams assigned to Rudrapatna and Kerageode in arly were not shown to Ramanna till June and July and Consequently he was not able to work up the Contract — and even now that three vanams viz: Attigode vana Ramagaddi vana and Kavavanjana Katte vana have not yet been put in

in the possession of the Contractor and that Toddy from these vanams is being taken away to Hunsur Taluk and consequently that sufficient Toddy was not available from the remaining vanams to the above shops and hence the inability of the Contractor to realize even half the amount.

With regard to this notice I beg to state that in the first instance the suit is not at all sustainable as Ramanna has not presented his appeal and obtained orders in the Revenue side upon the endorsement given to him by this office (vide section 225 of Revenue Code)

2ndly — That Government is not bound to find the Toddy trees other than those that are available to the farms in the vanams set apart to each circle.

3rdly — With regard to his complaint that Dadadahully vana is attached both to Kerlapur shop in Arkalgud Taluk and Harthanahully shop in Yedatoray Taluk, I beg to state that it is a matter known from the outset to the bidder as he purposely took both the shops and therefore that at the very first instance had taken necessary precaution to safeguard himself

against

which was common to 2 shops in 2
different Talukes. His allegation therefore
of loss by not getting possession of
this Vanam is a misrepresentation
in as much as he had it at his disposal
from the very commencement. Moreover
the Amildar states in his memo that
Ramanna in his petition of 5th April
to that effect has represented that
there are only 100 or 150 trees in Dadadahully
Vana; if this was the fact and he
was sure that sufficient Toddy
could not be got for Kerlapur Shop
he should naturally have withheld
the payment of deposit and
Kists of that Circle which he paid
in May and June respectively and
also should have refused to insert
that Vana in the Mutchalika which
he executed in July last.

With regard to his 2nd Complaint
about Vanams in Hunsur Taluq not
being made over to him, I beg to state
that the Amildar in his memo. states
that Vana Muttuddy has submitted
diaries to the effect that Ramanna
has obtained supply of Toddy to his
Shops from the Vanams set apart
the Kergode Marti and Rudrapatna
Shops from April, and the Amildar
further in his report (papers in the file)
represents

represents that the Toddy Inspector has shown the vanams several times to the petitioner and that the Contractor was not able to open the Shops early not for want of knowledge of the situation of vanams set apart to those circles but for want of funds in securing the services of Toddy drawers. Moreover the Contractor in his statement of 14th July/92 (paper No 20-1 in the file) before the Toddy Inspector of Hunsur has admitted the exchange of Ramanagudde vanam to certain Hidavaly trees with one Karsegowda (as per Mahazar paper No 21 in the file.) and the Contractor in his statement of 17-7-92 (paper No 4 in the file) before the Toddy Inspector of Arkalgud Taluk has acknowledged the receipt of Beddeker vanam and has also stated that he has no dispute with regard to other vanams set-apart to those circles and that he has already made himself acquainted with them through the Toddy Inspector.

If the Contractor really had any difficulty about vanams as now stated by him, certainly he would not have paid the deposit amount and the Kists of those disputed circles for April & May in the months of May & June respectively and asked him

him to pay up the subsequent Kists amounts (vide paper No 33 in the file) nor would he have executed Muteholikas in July last inserting those very disputed varams. —

For the foregoing reasons, I am of opinion that the Complaint of Petitioner Ramanna is groundless.

An English precis of Correspondence together with vernacular papers as per Register are herewith sent for needful reference and obliging action.

I have the honor &c
/Signed/ P.R. Purnaiya
Dy. Commissioner, Hassan Dt.

To

The Deputy Commissioner
Hassan District

Dated 12th April 1893.
Camp. Ajellahunka.

No. 5410/91
(Enclo: 1 ver: file)

The Deputy Commissioner's letter No. 1475, dated 10th instant.

In reply has the honor to state that

that the Excise Commissioner
Concurs with the Deputy Commissioner
in his opinion that the Complaint
of Arundur Ramanna, Toddy
Vend farmer of certain circles in the
Arkalgud taluk is groundless. The
Amildar ought to send a reply
to the advocate briefly pointing
out that no Suit is sustainable.
2. The vernacular Correspondence
is herewith returned.

/Signed/ L. Ricketts.
Excise Commissioner
in Mysore.

From

The Deputy Commissioner
Hassan District

To

The Excise Commissioner
in Mysore
Bangalore

Dated 2d June 1893.

No. 1776
Mis

His docket No. 5410 of the 12th
ultimo Concurring with the undersigned
in the view that the Complaint
of Arundur Ramanna, late Toddy
Vend farmer, of the Arkalgud taluk, is
groundless.

Jagan Nbas & C.

I have, has the honor to invite his attention to Government Proceedings No 4668-79, dated 25th September 1888, Cir No: 137, laying down rules regarding Civil suits file to against Government Officers and to enquire if a report has been made to Government as therein required.

(Signed) P.R. Purnaiya
Dy: Commissioner Hassandi.

The Deputy Commissioner
Hassan District

Dated 5th June 1893

No.

The Deputy Commissioner's No 1776, dated 2d June 1893 in re. complaint of Ananda Ramanna.

In reply has the honor to state that no report was made to government; as it was understood that the matter was simply communicated to the undersigned for his opinion

2. A copy of the marginally noted Correspondence will

Letter No 1475, dated 10th April 1893, from the Deputy Commissioner

Docket No. 5410/91,
& 12th April 1893
to 14 — ditto —
Docket No. 1776,
dated 2d June
1893, from — ditto —
Docket No.
dated 5th June 1893.
to ditto —

will now be Submitted to Government for information in accordance with the Proceedings quoted in the docket under reply.

/ Signed / L. Ricketts
Excise Commissioner
in Mysore.

Copy

L Ricketts
Excise Commissioner
in Mysore.

SECTION

FILE NO.

Received with this letter

(Canarese) Petition
of Dyr dated 21 May 93
with Dyrs Endt thereon
No 449 & 25 May 93
The Petitioner is absent
Camp

21

Dyrs Endorsement
No 273 & 10 Nov 92

(General Serial No. 32.)

189

No. Camp Petition Registers

Name of Petitioner. Manegar Ramanna

Village. Anandur

Taluk. Arakalgud

District. Hassan

Date of Arzi. 1.7.93

Date of Receipt. 1.7.93

Date of Disposal.

No. of Enclosures. Two

ABSTRACT.

Submitting a state
showing the loss incurre
petitioner by his not t
int
being put in possess
all the six Toddy farm
he had purchased for 18
and which are situated
the Arakalgud, Hunsur a
Yedatore Taluks and requ
such redress as the Govt
deem proper after a pare
perusal of the Entire
connected with the

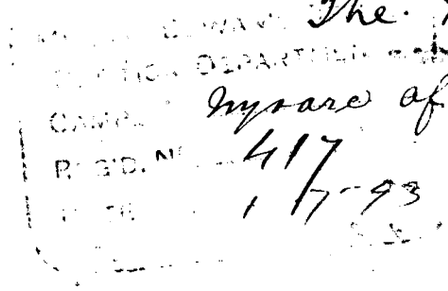
Camp. This is a very old file -
Can note also office 9/7/93 -
What has been done since? How
can be any more pap: ? How
any orders been passed ?
8/3/95

Mysore Govt. Central Press Bangalore—7-9-92

(2)

Presented
10th Aug 93 Sir
Abstract
Mysore

K. Seshadri Iyer B.A.
Dewan to His Highness
The Maha Raja
Mysore of Mysore.
Mysore.



The humble petition of
Manegar Ramanah, resid
Anandur, Arkalgud
Dalug.

Most humbl showeth,

That the petitioner took up
Contract for the year 1892-93 the supply
of toddy to the shops at the* marginally
noted places and obtained the usual
license from the Amildar of Arkalgu
Dalug.

*Ramanathapura
Basavapatna
Keralapura
Rudrapatna
Keragode Murle.

2. It was specified in the
license that the first three shops shou
be supplied with toddy from Six fam
belonging to the Hunsur Dalug and
two to Yedatore.

3 As soon as the petitioner's
contract was confirmed, he applied
to the Arkalgud Dalug for possession

possession of the said forms, whereupon
Cyadees were written to the two Talugs
of Hunsur and Yedatore. But no
forms were delivered to the petitioner
notwithstanding. He prayed both
personally and by means of application
for delivery of the forms. Nothing was
however done till the middle of June
1892 when the Arkalgud Amildar
sent Inspector Chennappiah to deliver
to the petitioner the forms in question.

4. The Inspector told the petitioner that he had to despatch monthly accounts to his head office and it was necessary to him to send along with them, the petitioner's voucher acknowledging the possession of forms so saying he drew up a voucher and obtained the petitioner's signature thereto on the assurance that the forms would be shown and delivered as soon the accounts were despatched.

5 The Inspector however did not return from his head quarters till fifteen days later. But he did come

come at last and pleaded some excuse for his long absence and took the petition of the site of farms situated within the limits of the Hunsur Taluq. Phidikere farm was the first and the only one visited, when to their great surprise they found one Nara of Sangra Settihalli extracting toddy therein. That individual told them that the farm had been allotted to a different shop by the Hunsur Taluq The Inspector returned to Arkal and sent the petitioner and represented the circumstance to the Amildar.

6. A Yadi was then written to the Hunsur Taluq. The Shanbha of Bettadapura Hobli instructed by the Hunsur Amildar sent for the petitioner and took him to the said farm and ordered the said individual not to extract toddy any more. He then took the petitioner to two other farms and said that the remaining lay adjoining those and that there was no takaran about them. He then took

took a voucher from the petitioner for having delivered possession of the farm This is the second voucher in record and it evidently shows that the farms were not in the actual enjoyement of the petitioner till then.

7. Soon after when the petitioner took his own men to work in the said farms, he was astonished to see that three of his farms were occupied this time. On questioning the *marginally noted individuals working in two of the farms, they told the petitioner that the farms had been given to them by the Hunsur Dalavy and that they were working in them as per license obtained from that Dalavy. The third individual working in the same Phidikere farm was the above named Narasa. He told the petitioner that he too was an Ijaradar of the Hunsur Dalavy and had obtained a license to work in that farm and that he only obeyed the Sheikdar's order the other day, because he had been positively instructed by the Sheikdar

* Narasa son of Kalegowda of Sangersettihalli.
Chikkegowda of Sangersettihalli

to do so. The petitioner had no other alternative than representing these circumstances to the Amildar of Arkalgud Talug.

8. The Amildar wrote to the Hunsur Talug for the third time. The latter sent its Inspector Ramana to settle the matter. He came along with the Shirkdar of Bettadapur. They saw the individuals working in the three farms. They ordered them to leave the farms at once and this they did in the presence of the petitioner. The Inspector then asked the petitioner for a voucher acknowledging the possession of the farms, which he declined to give as he had given one already to the Shirkdar. The Inspector then represented to the petitioner, that this third voucher if given, will show that the farms were not in the actual possession of the petitioner till that day. That it would besides enable the Inspector to prevent the said individuals

or others from interfering with the farms and that it would entitle the petitioner for a remission in the amount of Khist owing to the late delivery of the farms and last that on the authority of this Vouch he would himself recommend to the Dalung authorities for a remission. The petitioner was thus induced to give a Voucher which is the thing of its kind.

9. The three farms in dispute were thus taken possession of and the petitioner's servants began to work in them, but when they entered the other three farms that were hitherto unoccupied, they found that the very individuals who had been expelled from the first three farms were working in them instead. This was a circumstance very exasperating to the petitioner. He at once represented the fact both the Amildars at Hunsur and Arkalgud.

10. One began to ~~represent~~ refer

the petitioner to the other and the latter referred him to the former though none came forward to help the petitioner out of his difficulties. Redress was then sought for at the hands of Inspector Ramanmah, who on a former occasion had taken upon himself the responsibility of preventing other individuals from interfering with the petitioner's farms. He then had not the least hesitation to say that they were Sjaidars of Hirsa Dalugs, that three farms had been given to them, that they cannot be prohibited from enjoying any three of the six farms that properly speaking, only three farms were, according to mamool, at the disposal of the Arkalgud Dalvik, that it was a mistake on the part of the Dalugs authorities in having given out six farms, while only three were at their disposal, and that consequently they were to answer the petitioner for this proceeding of theirs against

Mamool

11. Thus your honour will be plea. to see firstly that not a single par was delivered to the petitioner at the Commencement of April '92 in accorda with the terms of the Contract, as i evident ~~from the several~~ from the several applications made subse. -quently by the petitioner to the Arkalgud Amildar.

12. Secondly that the first Voucher was only a matter of form and was given on trust to facilitate t despatch of official work, which, while it was not his business to look t it was at least not his purpose to dela as long as he had no reason to believ that this Confidence in a Government servant would be abused.

13. Thirdly that the second Voucher obtained from the petitioner by the Sheikdar of Bettadapur had no intrinsic value in as much as it was only calculated to throw dust in the eyes of the petitioner and to

give a virtual effect to the orders he had received from the Hunsur Taluq; it was more over destined to be set aside by a third Voucher, which the Hunsur Inspector obtained from the petitioner under great inducement as stated in para 8.

14. Fourthly that the actual delivery of the possession of the farms counts only from the date of the third Voucher and that only three farms out of six were actually in the enjoyement of the petitioner till the end of the year the remainning being worked upon by Contractors of the Hunsur Taluq on the authority of a license given by that Taluq.

15 Fifthly that when the question arose as to the propriety of the same farms being given out to different Contractors by different Taluqs, each Amildar began to refer the petitioner to the other, while each in his turn was Content with the petitioner's

Vouches obtained either under a pre-
-text or inducement; this shows clearly
that the exact number of farms at
the disposal of each Taluq was a
point not very clear to the Amildars
themselves.

16. Under such circumstances the
petitioner cannot but regard it as
his misfortune that the Honourable
Amildar should be pleased to report
to the Deputy Commissioner, Hassan
District, that the petitioner was short
of resources to start the work earlier,
whereas, as a matter of fact, his
men and money were lying idle for
four long months, as no farms were
at the disposal of the petitioner to
start the work.

17. Further if the farms
had been un-occupied by others, which
must necessarily have been the case-
had they been given to the petitioner
and to the petitioner only,— then
the humble petitioner would not at
all have troubled your honor with

This application but would have ens-
-tained the loss without any com-
-plaint or murmur. On the other
hand, thrice was the petitioner hood-
-winked with a nominal possession
of farms and when he complained
a fourth time, the Talug authorities
assumed a Taciturn silence and the
subordinate officers, forgetting
what they said before obtaining
vouchers from the petitioner, now
sought to Console him by charging
their own superiors as having gone
against Dharmoot.

18. The two farms in the Yedatore
Talug attached to the shop at Kerlapura
were those of Yelladahally & Dadadahally
as per license given by the Amildar of
Arkalgud Talug.

19. The petitioner was also a bidder
for a contract in the Yedatore Talug
and obtained a license there for supp-
plying toddy to the shop at Haradanahally
The farms attached to the shop were those
at Dadadahalli and Haradanahalli

The petitioner was at first under the impression that there were either two villages in the Yedatore Dalug having the same name Dadada halli or that there were two farms in the same village - one belonging to the Arkalgud Dalug and the other to Yedatore. But when the Inspectors of both the Dalugs began to shew the same farm to the petitioner as belonging to their respective Dalugs, he represented to the Yedatore Amildar, that the Dadada halli farm had already been given to him by the Arkalgud Amildar and attached to the shop at Keralapura.

20 The Amildar told the petitioner that only one farm, Yelladahalli in the Yadatore Dalug was as per mamool at the disposal of Arkalgud Amildar and that he could not understand how two farms had been given, and that the petitioner may however work in the Dadadahalli farm in the capacity of an Ijaradar of the Yedatore Dalug and ask the Arkalgud Amildar for another

farm in lieu of Dadadahalli 4

21. When the petitioner reported these circumstances to the Amildar of Arkalgud Taluq, he said he would write to the Yedatore Taluq and settle the matter. But what correspondence was carried on between the two Taluqs the petitioner is not in a position to say. This much however he can confidently say that though the year was over, yet the matter was not settled and when the Yedatore Amildar demanded the full payement of Khist as per his contract, the Arkalgud Amildar was not less ready to demand also the full [redacted] amount as per his Contract

22. It will be seen that only one farm was in the actual possession of the petitioner till the end of the year while two were mentioned in the license given by the Amildar of Arkalgud Taluq.

23. In conclusion the petitioner begs your honour may be graciously pleased to consider the above

circumstances; how he has been out-
-witted and imposed upon by the
misrepresentations and duplicity of
subordinate officials in whose veracity
and uprightness he was of course
obliged to place confidence. How he
was nominally placed in charge
of farms and sheep, by the Inspector
and Sheikdar; how in their absence
he was confronted and driven out
of farms by other Djardars, namely
Narasa and others, who had been
previously ousted out by the same
officials, how and what amount
of disrespect and indignity the petitioner
was subjected owing to the double deal-
of those officials, how his several
representations to the Taluq Amildar
were left unheard and unheeded,
how even the Deputy Commissioner,
Hassan District left them unnoticed
how he was kept out of farms for four
long months, what amount of injury
and loss, the petitioner must have sus-
-tained though he had his men and
moneys

ready to start in business. The
the Arkal and Amildar, to add insult
to the injury, reported to the same
Deputy Commissioner that the
petitioner was short of resources
in the face of the real facts —
what should be the petitioner's pain
and anxiety when the Amildar so
deliberately reported against him in
colours so damaging to his reputation
and character. The petitioner prays
in fact beseeches your gracious
honour, the fountain of justice to
Consider over these matters and grant
such redress as your honour may deem
proper. The petitioner begs to append
herewith a detailed statement of
his losses and damages for your kind
Consideration and favourable
orders.

For which act of Kindness,

benevolence, and justice your humble

ever pray.

Begs to remain
Your honors most Obedient
servant,

16/6/93.
Mysore

No	Details.	Rs	as
1	Refund of Khists from april to July '92 owing to the non-possession and enjoyment of the five shops, and farms as per license of —	1334	12
2.	Establishment charges, for cart and men &c.. during the above period of 4 months —	250	0
3.	The possession of the whole 8 farms not having been delivered even after July '92 as per muchalika the Khists due to the shops at Kergod Marki & Rudrapatna viz Rs 37-3-0 & 108-6-0 respectively should have been received in part instead of in whole already exacted, hence the amount of refund claimed.	582	4
		2167	4

(4)

The letter to be attached as enclosure to Dy. Comr. Dodballapur's letter dated 2/3

SECTION CR

FILE NO. 11 a 92-3

SERIAL NO. 8

The Excise Comr

April in Mysore

Dy $\frac{5}{8}$ ~~March~~ 95

Rd $\frac{1669}{2343}$ En: 3.

His letter Rd 6329 Dy 5th June/93 forwarding 348 ~~transmitting~~ Copy of Correspondence ~~from the Deputy Comr, Kolar~~ regarding Dirth ~~related to~~ the Complaint of Anandrao Ramarao late Toddy Vend Farmer in the Kalgud Taluk.

Has the Comr to enquire whether the arrears have since been realised and how.

In reply has the honor to request that the Excise Comr will be good enough to report how the Complaint of Ramarao has been settled, whether any suit has been filed by him

against the Amildar of Akalkuva and whether all the arrears due from the defaulter have been realized.

2. A petition since received dtd 4/7/93 by 1st July/93 is also forwarded for attention and report, if necessary. with the records of the case. 6/4/95

B.D.

4/4/95

SSE Christ Seen

J.A.F.
2/4/95

SECTION S R

FILE No. 1 of 92-3

SERIAL No. 4

Submitted for orders with addition to the Office Note fr the 3d Councillor's orders

7/6/95

S.R.W.
S A.F.

12
5/6

Gen. 30.] (5)

OFFICE OF THE DEWAN OF MYSORE
16413
30. MAY 1895
R 4530

1895

From

The Excise Commissioner in Mysore.

To Under

The ~~Chief~~ Secretary to the Government ~~Dewan~~ of Mysore.

ated 29th May *Excise department*

espatched 30th May 1895

eceived

Enclosure No. 2 files

eneral No. 5/22

No. 468

reply to Docket No 16697 R. 2343

ated 5th April 1895

SUBJECT.

Forwards copy of communication from the Deputy Commissioner, Kadur District, reporting upon the claim of Ananda Ramanna, Toddy Vend Farmer in the Narkalgud Taluk.

30/5/95

References (to be entered only in the Dewan's Office.)

References put up.

RS.
1/6/95

Excise Commissioner's Office.
Bangalore 28th May 1895.

No. 5/122 (Enc 2 files) 30
468 From,

The Excise Commissioner
in Mysore.

To

The Under Secretary to the
Government of Mysore
Excise Department.

Sir,

In reply to the Officiating Chief Secretary's docket No. 16697/R.2343, dated 5th/8th April 1895, I have the honor to forward, herewith, copy of letter No. 1438, dated 22nd instant, together with its original enclosures, from the Deputy Commissioner, Hassan District, reporting upon the complaint of Anandur Ramannah, Toddy Vend Farmer of certain circles in the Arkalgud taluk for 12 months from 1st April 1892 to 31st March 1893.

2. The Deputy Commissioner has been requested to adjust the arrears due by said Ramannah, without further delay.

I have the honor to be,
Sir,
Your most obedient Servant
[illegible]
Excise Commissioner
in Mysore.

Deputy Commissioner's Office.
Hassan District
Dated Hassan 22nd May 1895.

No. 1438
mis

(Enc: 1 Eng: file & 10 P.)

From.

P. R. Purnaiya Esquire
Deputy Commissioner
Hassan District.

To,

The Excise Commissioner
in Mysore
Bangalore

Sir,

With reference to your official Memorandum No. 4206/115 of 10th ultimo, forwarding copy of docket No. 16697/2343 of 8th idem, from the Chief Secretary and calling for a brief report on the points contained in the petition No: 417 of 1st July 1893., from one Anandur Ramanna Toddy contractor of certain farms in Arkalgud Taluk, I have the honor to report as follows:-

1. Basavapatna.
2. Ramnathpur.
3. Kerlapura.
4. Rudrapatna.
5. Keragodu-marali.

Anandur Ramannah took up the Toddy Contract of Marginally noted circles from 1st April 1892 to 31st March 1893 for Rs 334-11-0 per month, during the sales held by Messrs McDonnell and Gopaul Iyengar, and Vanams from

from which Toddy should be supplied to the shops in each Farm or circle were assigned at the time of sale as usual.

From the perusal of the petition under reference it will be seen that Ramannah's chief and foremost complaint is that Vanams assigned to 3 circles as per margin were not duly put in his possession and consequently he suffered loss as per list now appended to the extent of Rs 2167-0-0 (against Rs 1000-0-0 mentioned in the notice given by Advocate Mr. Runga Dyengar to the Amildar of Arkalgud Taluk) and requests to grant such redress as the Government may deem proper.

1. Kerlapura circle
2. Rudrapatna circle
3. Keragodu-Mirati circle

With reference to Ramannah's complaint about Vanams to Kerlapur circle shops, I beg to state that 2 Vanams viz Dadathally and Yeladahally were attached to this circle at the time of sale. The Dadathally Vana is situated in Yedathore Taluk and it is also attached to Hirathally shop in that Taluk which is also taken up by the same contractor Ramanna, and as it is common to both the shops.....

Ramanna

Ramanna alleges that, as Dada-
-thahally Vana is attached to Harthanahally
shop in Yedathoré Taluk a separate
vana in its stead should have been
given him for shops in Kerlapur circle

In the complaint prefered to
me by Ramanna in 1892 he said that
Dadathahally vana is attached to
Harthanahally shop in the Yedathoré
Taluk and that there are no trees in
Yeladahally vana, hence there are
no vanams from which Toddy could
be supplied to shops of Kerlapur
circle. But in an endorsement
given to him in reply vide order
No: 273 of 10th November 1892 Ramanna
was informed that from the report
received from the Toddy Daroga
it is understood that Ramanna
is getting supply of Toddy from
Dadathahally Vana to both the shops
ie Harathanahally and Kerlapura
and that there are trees in Yeladahally
Vana. After receipt of this endorsement
Ramanna now says in his Petition
under

under reference Vide para 19, "that he was at first under the impression that there were either 2 villages in the Yedathore Taluk having the same name Dadathahally or that there were two farms in the same village." How far this Statement of Ramanna could be believed it is easy to conjecture. A Contractor of Ramanna's stamp, taking up a circle not to have made enquiries on the onset as to the situation of farms attached to that circle is a mystery and on the other hand I think that it is a matter known from the onset to the bidder as he purposely took both the shops and therefore that at the very first instance had taken necessary precautions to safeguard himself against losses by securing Varas which was common to two shops in 2 different Taluks. His allegation, therefore, of loss by not getting possession of this Varam is a misrepresentation

-sentation in as much as he had
it at his disposal from the very
commencement. Moreover if Raman-
nah was sure that sufficient Toddy
could not be got for Kerlapur shop,
he should naturally have withheld
the payment of deposit and
Khist of that circle which he paid
in May and June respectively and
should have refused to insert that
Vana in the Kutchalika which
he executed in July; under the
foregoing circumstances I do not
in the least believe in the State-
-ment of Ramanna as to his igno-
-rance about the Dadathally
Vana being common to both shops,
I therefore consider that his
Complaint of want of Vana to
Kerlapur circle is frivolous and
unfounded.

2ndly with regard to Ramanna's
Complaint about the non-delivery
of possession of Vanams attached

to

to shops in (1) Rudrapatna & (2) Keragodu
In arti circles, I beg to state that the
marginally noted 6 Vacans were
attached to these 2 circles.

1. Attigoramakally.
2. Ramanagudda.
3. Haraniyakatte.
4. Rudrapatna.
5. Kallagoudanakere
6. Piddekere

Ramanna requested the Amildar
of Arkalgud Taluk at the beginning
of the Contract to have these Vacans
put in his possession, accordingly
the Toddy Inspector of that Taluk
made over the Vacans to Ramanna
and took a receipt from him ac-
knowledging the possession of
those Vacans. 2ndly when there was
a dispute about one of Vacans
viz: Piddekere, the Bettadapur
Sheikdar of Hunsur Taluk, went
into the spot with the petitioner,
settled the dispute and obtained
voucher from Ramanna acknow-
ledging the possession of said
Piddekere and other Vacans at-
tached to his circles. 3rdly when
Ramanna again Complained
that

that the Contractors of Hunsur Taluk were working in some of the Vanams attached to his circle, the Inspector of Hunsur Taluk was sent to the spot to enquire into the matter. Accordingly the Inspector of Hunsur Taluk settled the dispute and obtained voucher from Ramanna acknowledging the possession of Vanams of his circle and it was also stated that the Contractors of both the Taluks came to a mutual understanding as per agreement by exchange of Vanams.

Ramanna in his petition vide paras 4, 6 and 8 admits the execution of these 3 vouchers or receipts acknowledging the possession of Vanams attached to his circles; but pleads as follows: (Vide paras 11, 12, 13 and 14 in the petition) 1st that not a single farm or Vana was delivered to him at

at the Commencement of April
1892 in accordance with the terms
of the Contract. 2ndly That the 1st
voucher given by him to the Arkal-
-gud Taluk Inspector Chenappaiya,
acknowledging the possession of
the Vanams, was only a matter
of form, and was given on trust.
3rdly that the 2nd voucher given
by Petitioner Ramanna to the Sheikdar
of Beltadapura Hobly acknowled-
-ging the possession of disputed
Vana viz Pidakere as well as
other Vanams attached to his circle
has no intrinsic value as it was
only calculated to throw dust
in the eyes of the Petitioner. 4thly
that the actual possession of Vanams
counts only from the date of 3rd
voucher given by the Petitioner
to the Hobly Inspector of Hunsur
Taluk, acknowledging the possession
of Vanams and that only 3 Vanams
out

out of 6 were actually in the enjoyment of the petitioner till the end of the year, the remaining Vanams being worked by the Contractors of Hunsur Taluk.

With regard to the denial of possession of remaining three Vanams attached to the circles taken up by the Petitioner Ramanna and to his alleged simplicity or credulity in giving 3 receipts at different times acknowledging the possession of all the Vanams attached to the circles taken up by him on the plea set forth in his petition, as noted above, I beg to refer you to my letter No: 1475 of 24th March 1893 (enclosing the precis of correspondence giving full particulars under which Petitioner Ramanna gave those three receipts above referred to. From the perusal of the above correspondence it will also be seen that if the

Petitioner

retitioner really had any difficulty
about vouchers as now stated
by him he should naturally
have withheld the payment of
deposit and khist of those dis-
-puted circles for April and May
which he paid in the months
of May and June respectively and
not asked for time to pay up
the subsequent khist amount,
nor would he have executed
the Mutchalikas in July 1892 in-
-serting those very disputed Vouchers,
Moreover the petitioner has given
the three receipts acknowledging
the possession of Vouchers after
hard fight and mature understand
-ing and to contradict his state-
-ment viz that he was credulous,
I may state that some of the receipts
contain admissions in Ramanna's
own handwriting which shews
that he did not sign those receipts
without

without taking sufficient pre-
-cautions in matters deeply con-
cerning his own personal interest
I may also add that the petitioner
is a literate man and in fact he
is an ex monegar of channels
and so he is well conversant with
official correspondence, and I
believe full well, knows the res-
ponsibility of giving vouchers
to Government servants and as
such he could not have been dupe
by Government servants on 3
successive occasions and I
therefore Consider that his alle-
-gations of credulity are mere
excuses to evade payments of
Government dues on false pre-
-tenses. On the other hand I think
the causes which are attributed
to the failure of this Contractor
are, as reported by the Auildar
and corroborated by the State-
-ment

-ment of the petitioner on 25th Sept-
-tember 1892 that for want of sufficient
funds he was not able to start
the work earlier perhaps.

Under the foregoing reasons
I am again of opinion that the
Complaint of Petitioner, Ramanna,
is groundless. His first agitation
may even be suspected as indi-
-cating an aim to obtain a new
starting point for fresh litigation.
He has done his utmost to thwart
the Builder in recovering the
arrears by setting up people to
put forth all sorts of claims
to frighten away purchasers at
time of sale as only right title
and interest could be sold.

With regard to the arrears
due by the contractor, I beg to state
that lands belonging to the Petitioner
Ramanna were sold but the
sale

sale was not confirmed owing
to certain defects in the sale pro-
-ceedings and a resale of the land
took place and the same will have
to be confirmed after receipt of
certain information from the Taluk.
The sale proceeds are not likely
to cover the full amount of arrears.

The English petition of
Ramanna together with Kannada
Endorsement No: 273 of 10th Novem
-ber 1892 received with your memo-
-randum are herewith returned.

I have &c
(sd) Chendrasekharaiah
for deputy commissioner
Hassan District

"Copy"

L Micketts
Excise Commissioner
in Mysore

(6

SECTION G R
FILE NO. 11 & 12-3
SERIAL NO. 5

The Excise Comr
in Mysore

Dy 12th June/95

No 2312 / R3369

Sir:

His letter No 5122/468 Dy 28th
May/95 reporting upon
the Complaint of Anandur
Ramanah, Poddy Vend Soman
Arkalgud Taluk, during the
Year 1892-93.

In reply, I have the honor
to state that under the
circumstances reported,
the Complaint seems fri-
volous and the Advocate
may be informed accord-
-ingly.

2. The Excise Comr is
requested to report whether
the arrears due from
Ramanah have since

Submitted. The further report thereupon should be awaited

S. H.

Gen 30.

REVENUE DEPARTMENT
Gl. No. 176
Cir. No. 446
1895
DEWAN'S OFFICE

From

The Excise Commissioner in Mysore.

To Revenue

The ~~Chief~~ Secretary to the Government ~~Dewan~~ of Mysore.

Dated 27th August 1895.

Despatched 31

Received

Enclosure No. one

General No. 1038

No. 106

In reply to Docket No. 23/22 R. 3369, dated 12th June 1895.

SUBJECT.

Forwards extract of para 6 of the Memorandum of the Deputy Commissioner Hassan District, in re arrears of Toddy Khists outstanding against Toddy Vend Farmer Anandur Ramannah of the Arkalgud Taluk.

Ref Invts

References (to be entered only in the Dewan's Office.)

R (Exc) Hbl 3/9/95

7

Linked to the 3 Proceedings for perusal.

6/9/95

This is an incomplete Enc. Await further report or Comp in statement or letter call for Q. from & complete it and to Mr Coen pending

7/9/95

SECTION S R

FILE NO. 11 of 92-3

ITEM NO. 6

Excise Commissioners Office

No. 1038/106 (E) Bangalore, 27th August 1895.

31 57

From,

The Excise Commissioner
in Mysore.

To,

The Revenue Secretary to the
Government of Mysore.

Sir,

With reference to your docket No. 23122/R.3369, dated 12th June 1895, I have the honor to forward, herewith, an extract of para 6. of the Memo: of the Deputy Commissioner, Hassan District, re arrears of Toddy Khists outstanding against the Toddy Vend Farmers, from which it will be seen that the arrears due for the Arkalgud Taluk by Anandur Ramannah have not yet been adjusted. The Deputy Commissioner has been requested to cause the settlement of all arrears to be made without further delay.

I have the honor to be,

Sir,

Your most obedient servant

L. Rickets
Excise Commissioner
in Mysore.

N. S.

Memo: showing the arrears out-standing against Toddy Contractors with a brief history of each case.

x x x x

6. Arkalgud Taluk

Anandaa Ramanaah. } He was Contractor of 5 circles in the Arkalgud taluk for 1892-93. The amount of Rs. 1562-3-3 due by him refers to Kerlapura and Rudrapatna circles. His contention was that Vanams were not assigned to some of the circles, that those assigned to other circles were not pointed out to him in time and that some of the vanams assigned were worked by other contractors. It is clear from the records that all his statements are false. He withheld payment of his contract amount and issued notice through an Advocate that he would sue the Arkalgud Amildar for his losses. The records were once submitted to the Excise Commissioner who was pleased to say on his Docket No $\frac{5410}{91}$, dated $\frac{12}{14}^{th}$ April 1893 that there was not sufficient cause for the complaint of the defaulter. His immoveable property was once attached and sold on the 28th and 29th January 1893 but the sale had to be set aside owing to certain irregularities in its procedure. The amount realised in the resale of his lands on the 12th

August

August 1893 is Rs. 116. The lands of his Sureties were also attached and sold on the 29th ——— 30th and 31st January 1894 and fetched Rs. 71. The amount on hand being the security deposited by him is Rs. 334-5-0 so that the actual amount of default is Rs. 1040-14-3. Further endeavours are being made to recover as much of this amount as possible by attachment and sale of the defaulter's moveable property, but it is believed that the greater portion of this heavy amount, if not the whole of it, will have to be remitted. The Contractor and his Sureties are very troublesome. They presented several petitions putting forward frivolous objections. The whole record connected with the case has become voluminous. There was also some delay in disposing of this record in the District Office. The Remission list will be sent up in due course.

7. × × × × ×

(Signed) V. Nristna Ayyangar
Deputy Commissioner
Hassan District

"Extract"

Secretary
Excise Commissioner
for Mysore.

(8)b

SECTION S P

FILE NO. 11 of 92-3

SERIAL NO. 7

From The Revenue Secretary
To the Income Govt.

To The Excise Commr in Income

Dated 10/9/95

Despatched 12

Received ✓

General No. 3038
No. Sx 88

Enclosure No.

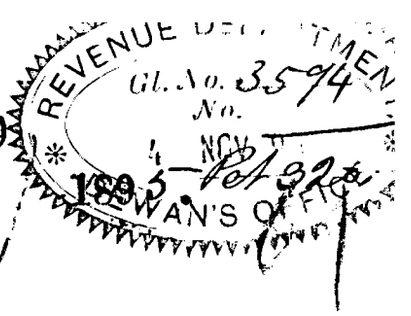
His letter No: 1038/106 dt 27/31 Aug 95:
forwarding extract of para 6 —
of the Memorandum of the Deputy
Commissioner, Hassan Dt. regard
the arrears of Toddy Kliscts due
from ~~the~~ Kud Farmer Anandur
Ramannah of the Arkalgode Talu

In reply has the honour
to request that the Dy Commr
may be called upon to expidi
~~upon the grounds of~~ the remission statement pro-
-mised in his memorandum to-
-gether with those of other remission
cases pending in his District.

By Order
A —

~~D.O. No. 2156~~ Revenue Secretary

(General Serial No. 31.)



(9)

From The Private Secretary to H.H. the Maharani Regent Dmpore.

To The Revenue Secretary to the Govt. of Dmpore in the Excise Deptt.

Bangalore

Dated 1st November } 95
Despatched 2nd do }

Received

Enclosures Number. 1

General No. 90
No.

SECTION S.?
FILE NO. 11 agt 2-3
SERIAL NO. 8

Referring to this office docket No. 66 dated 2nd October 95.

Have the honor to transfer for disposal, another petition No. 288 dated 29th Oct: 95 on the same subject, to Her Highness the Maharani C.I. Regent of Dmpore.

By order

Macaulay Col:

Private Secretary

Comts. 8/.

Peter
2/11/95.

Central Jail Press, Bangalore.—19-2-55.—5,002.

From

SECTION S.P.

FILE NO. 11 of 92-3

SUB-SECTION NO. 10

To The Right Honourable
The Secretary of State

Dated 4/12/95

Despatched

Received

General No. 5-152

No. Esc. 166

Enclosure No.

His Office No. 42994.1
& 5th Ultimo calling
attention to fact
large outstanding
remaining unadjusted matter
Shipping District -

Advising Dispatch
2 of the above has
the honour to enclose
another petition Regd
No 1698 & 27/10/95 from
Ramanna of Kalkulpa
for Justice of very early
report on the matter

Has

has been long pending
Dispensed. —

B. G.

4/12/90

Rec'd Secy

S. B. J.

2/12

SECTION C P

FILE NO. 11 & 92 - 3

SUB [illegible] No. 11

Perm
12/12/95

(General Serial No. 31.)

14 4542

1895. Dec. 391

From The Private Secretary to H. the Maharani Regent Mysore.

To The Rev: Secretary to the Govt of Mysore in the Excise department Bangalore

Dated 9th Dec: 95

Despatched 10 Noon 95

Received

Enclosures Number. 1

General No. 104
No.

Referring to this office docket No. 66, & 90 dated 2nd Oct: & 2nd Nov: 95 respectively

Has the honor to transfer for disposal another petition Rep. No. 365 dated 8th Dec: 95 from the same individual to H. the Maharani C.I. Regent Mysore.

By order.

[signature] Col.

Private Secretary

Central Jail Press, Bangalore.—19-2-95.—5,002.

1896

No. 2512

Name of Petitioner, Ramanna J

Village, Amadur

Taluk, Karkal Sub

District, Kanara

Date of Arzi, 7-1-96

Date of Receipt, 11-1-96

Date of Disposal,

No. of Enclosure,

ABSTRACT.

Reminder to his previous petn

States that when he requested the Govt. to compensate him for his loss sustained by him in the Arbhavi Contract he had taken in the Karkal Sub Taluk his property was attached and sold for some balance alleged to be due by him to Govt. that on this he submitted several petitions praying for the cancellation of the sale and for his loss being compensated. that he was informed by Endorsements that his petitions had been sent to the Excise Comr. for disposal. that inspite of this nothing has been settled in the matter. that he now learns that the Dy. Comr. has ordered the attachment of the property belonging to the person who stood as

(12)

the previous petitions were sent to Excise Branch. may this also be sent in continuation

29/1 Excise Dept.
Submit with refces
31/1/96 HBL

Submitted to the Revenue Secretary with references. The Excise Com has been being asked several times to expedite the report on the Petitioners case with no effect. If approved, this petition may also be sent to him for report in cont. of J. G. No. 6458 & 201
By 18/1/96
6/2

send this in Cont. & request him to submit the report as early as possible HBL 8/2/96

SECTION

FILE NO. 11/92-3

SERIAL NO. 1

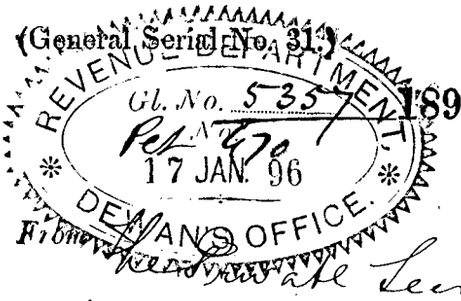
Lecuyer Thomas - that he is at a loss to know
how the authorities are justified in doing this
which Franklin no reply to any of the points
urged in his petition

Pray that order may be issued to have his
case dismissed & petition & forthwith
to take no further proceedings & in the
mean prosecuted & his sureties ~~to be~~ discharged
or if the matter is not decided within the
said period he may be fined in Endorsement
to file & said in the proper tribunal -

Petition may be addressed to Commander
in Chief & Council.

WK,

(General Serial No. 31.)



1896 (15)

From Private Secretary to H.H.
the Maharani C.I. Regent of Mysore
Bangalore

To The Revenue Secretary to Govt of
Mysore in the Excise dept.
Bangalore

Dated 14th Jany
Despatched 15th } 96.

Received

Enclosures Number. /

General No. 134
No.

Referring to this office docket
No. 104 dated 10th Dec: 1895

Has the honor to transfer for early disposal, another petition Reg
No. 496 dated 8th January 96
from the Lame individual to His
Highness the Maharani C.I.
Regent of Mysore—

By order

Col:

Private Secretary.

Peter
Mabbett

SECTION C R

FILE NO. 11 of 92-3

SERIAL NO. 13

al Jail Press, Bangalore.—19-2-95.—5,002.

n. 31.]

189

1/69

From

SECTION C R
FILE NO. Maj 92-3
SERIAL NO. 14

To The Excise Commissioner Dublin

Dated 8-2-96

Despatched 10

Received

General No. 7154

Ex No. 219

Enclosure No. 1

This Office No: 6458 Ex 201 of 18/1/96 requesting a brief narrative of steps taken in each case of default to clear up the arrears outstanding against Hassan District

Adverting to para 2 of the above has the honour to forward another petition Book No: 2512 DI 7/1/91 1

Rev: Records –

Please send back with references

oblige.
11/3/96

References put up p. 998.
12/3

Await receipt of further

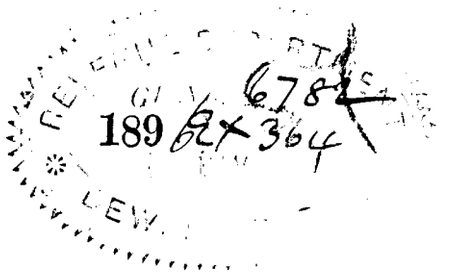
Comm. Hob
14/3/96

SECTION ... A 11 ...

FILE NO. ... 11 of 92-3 ...

SER ... 16 ...

Excise.]



From

The Excise Commissioner in Mysore.

To

(18)

The Secy. to the Govt. of Mysore,
Revenue and Revenue Dept.s.

Dated 7th March 1896.

Despatched

Received

General No. 3547
No. 351

Enclosure No. 1

In reply to Revenue Secretariat No. 7152 dated 8/10th February 1896. 3:219

SUBJECT

Submits, for the information of Government, copies of correspondence relating to the arrears due by Anandur Ramannah, Toddy Vend Farmer, Arkalgud Taluk.

References (to be entered only in the Dewan's Office.)

Excise Br
9/3/96
Rev: 9.3.96

Excise Commissioner's Office
Bangalore, 7th March 1896.

No. 3542 / 4 / 3 / 5 from,

The Excise Commissioner,
in Mysore.

To

The Secretary to the
Government of Mysore
Financial and Revenue Department.

Sir,

With reference to your letter No. 7154 / 4:219 dated 8th February 1896 regarding the arrears due by Anandrao Ramanath, Excise Inspector and Firman Shirkalgud, Taluk.

In connection to the above, I have the honour to submit herewith, copies of the marginally noted correspondence for the information of Government.

I have the honour to be,
Sir,
Your most obedient servant,

M. Muniappa
Excise Commissioner,
in Mysore.

1. Dorsal No. 381 dated 5th March 1896 from the Secretary to Government
2. Docket No. 3530 dated 7th March 1896

1896.

S 3

From,

The Deputy Commissioner
Hassan District

To,

The Excise Commissioner
in Mysore.

Dated 5th March 1896.

No. 1381.

Enclos. 3 Vern. Petitions & 2 V.P. files.

Nos as noted in the margin regarding the arrears due by — Amildar Ramanna of Arkalgud Taluk.

———.———.

With reference to the above — has the honor to state that the Amildar reports that the defaulter and his Amelies do not possess any other moveable or immoveable property than what has already been sold. Under the circumstances, the undersigned requests to be informed whether

No. 2226/96, dt 4/1/96
" 2920/103, dt 22/1/96.
" 3212/119, dt 12/2/96.

A remission statement should be submitted for sanction. The Surties named in the margin are Shanbagues and receive sums specified against their names as potgi, but their potgi cannot be attached.

2. The entire record in the case is forwarded for reference and obliging return.

3. Enclosures received with the above are herewith returned.

(Signed)

Deputy Commissioner
Kassan District.

From,

The Excise Commissioner
in Mysore.

To

The Deputy Commissioner
Kassan District

No. 3550
132
Dated 7th March 1896.

The Deputy Commissioner

No. 1381, dated 5th instant, in re
Arumbur Ramanmahé arrears.

In reply has the honor to state that a Remission Statement may be submitted, together with a brief report as to the facts of the case from the commencement, and showing who is responsible for not having taken proper Securities.

2. The enclosures are herewith returned for reference and resubmission.

(Signed) P. N. Purnaiya.
Extra Commissioner
in Mysore.

"Copy"
P. Murugayya
Excise Commissioner
in Mysore.

(General Serial No. 31.)

1896.

Pet 7546
Pet 644
7 APR 96
MYS OFFICE

SECTION S R

FILE NO. Misc 2-3

SERIAL NO. 61

From The Private Secretary to H.H. the Maharani Regent Mysore

To The Secretary to the Government of Mysore in the Excise Dept Bangalore

Dated 31st March 96.

Despatched 2nd April

Received

Enclosures Number. 1

General No. 174
No.

Referring to the marginally noted docket from this office

Has the honor to transfer for disposal another petition No. 675 dated 29th March 96 to Her Highness the Maharani C.I. Regent Mysore

By order

Col:
Private Secretary

Rev. Dept.
6/4/96

Repn
4/6/1896

nos
66 dated 2nd Oct 95
90 dated 2nd Nov 95
104 dated 10th Dec 95
134 dated 15th Jany 96.

Central Jail Press, Bangalore.—19-2-95.—5,002.

(General Serial No. 31.)

2-1

8374
1896.
Pet 716

From The Private Secretary to H.H.
the Maharani Regent Mysore

To The Secretary to the Govt of
Mysore in the Excise dept
Bangalore

Dated 7th May
Despatched 9th Do } 96.
Received

Enclosures Number. /

General No. 194
No.

SECTION S R

FILE NO. II A 92-3

SERIAL NO. 17

Docket Nos
66 dated 2nd Oct 95
90 dated 2nd Nov 95
104 dated 10th Dec 95
134 dated 15th Jany 96
174 dated 2nd April 96

Referring to the marginally noted dockets from this office

I have the honor to transfer for disposal another petition No. 768 dated 6th May 96 to Her Highness the Maharani C.I. Regent of Mysore

By order

Col
Private Secretary

Rev Dept
11/5/96

Central Jail Press, Bangalore.—19-2-95.—5,002.

3491 (21) 9-5-96

SECTION S. R.

FILE No. 11 [illegible] 92-3

Serial No. 18

[illegible]

[illegible]

[illegible]

[illegible]

24-3-96 [illegible]

[illegible]

[illegible]

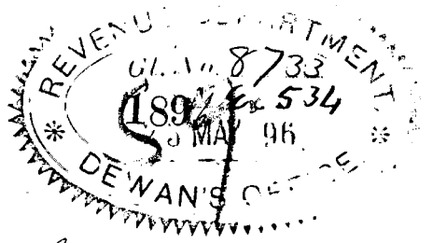
[illegible] 1896 [illegible]

[illegible]

S.O.

For. Secretary

Exise.]



SECTION S. 52

FILE No. Maf 52-3

SUB No. 19

From The Excise Commissioner in Mysore

(24)

To The Secy. to the Govt. of Mysore,
General & Revenue Depts.

Dated 21st May 1896.

Despatched 23rd Do

Received

General No. 4714

No. 526

Enclosure No. 5

~~In reply to~~ In continuation of this office letter of No. 3547/357, dated 7th March 1896. SUBJECT

Forwards copy of communication from the Deputy Commissioner, Hassan District, together with a Remission Statement for Rs. 1040-8-3 in favor of Arandur Ramannah of the Arkalgud taluk, and requests that the same may be ordered to be written off the account

References (to be entered only in the Dewan's Office.)

X

Rec
25.5.96

Excise Commissioner's
Bangalore dated 21st May
23rd

No: 4714 Enc: 5.
526 From

The Excise Commissioner
in Mysore

To.

The Secretary to the Government of Mysore
General and Revenue Departme

Sir,

In continuation of my letter No: 354;
351
dated the 7th march 1896, I have the honor to
submit herewith, Copy of docket no 1810, dated
the 19th may 1896, from the Deputy Commissioner
Hassan District together with the Remission
Statement for Rs 1040-8-3 therewith received
in favor of Anandoor Ramannah, a Toddy
Vend Farmer in the Arkulgood taluk for
1892-93 the amount being irrecoverable
according to the Deputy Commissioner's rep
I beg to recommend that it may be ordered
to be written off the accounts.

2. The

2. The letters Nos. 1438 dated the 22nd May 1895,
and 1381, dated the 5th March 1896, referred to by the Dy. Commissioner,
have been
submitted to Government with this office letters
Nos. 5122/468, dated 28th May 1895, and 3547/351, dated
7th March 1896, respectively.

3. The three original Petitions of Anandoo
Ramannah, referred to by the Deputy Commissioner,
are herewith returned.

I have the honor to be,
Sir,
Your most obedient Servant
P. Ramaiyer
Excise Commissioner
SK in Mysore

From

the Deputy Commissioner

Hassan District.

To

the Excise Commissioner

in Mysore

Bangalore

Dated 19th May

No: 1810
This.

Enclosure* 2 V. P. Files one remission Statement
and three petitions of Anandoor Ramanna.

* will follow by ---- post.

His No: 3550/132 dated 7th March 1896, regarding
Anandoor Ramannahs arrears.

With reference to the above, has the honor
to submit herewith a remission Statement
as desired in the above.

2. A brief report as to the facts of the case
has already been submitted by my predecessor
with this office No: 1438 dated 22nd May 1895.
Vide also this office No: 1381 dated 5th March 1896
explaining the action taken in recovering the

Express.

3. The enclosures received with the above are herewith returned

(Sgd) Amir Hussain

For Deputy Commissioner
Hassan District.

"Copy"

[signature]

Excise Commissioner
[illegible] in Mysore

Exise.]

189

8868
Serial No. 542
21 MAY 96
DEWAN'S OFFICE

SECTION 1

FILE No.

ERIAL No.

From The Executive Committee in Mysore

To

The Secy. to the Govt. of Mysore,
General & Revenue Depts.

Dated 26th
Despatched 28th } May 1896
Received

General No. 4814
No. 536

Enclosure No. 1 file

In reply to continuation of this office letter No. 4714/526, dated 21/23 instant.

SUBJECT

Forwards the file of vernacular papers connected with the Remission recommended in favor of Anandur Ramannah.

References (to be entered only in the Dewan's Office.)

Rev
28. 5. 96

Sd/- Illegible
28/5/96

Excise Commissioners Office

No. 4814/536 Bangalore, dated 26th May 1871.

re: Ifile

Sir.

The E... Commissioner ... in No...

To The ...tary to the ...ment of ...

Sir

In ...tion of this ... Office le... 4714/526, dated ... 21/23 inst... ...ves the hon...

to forward herewith the file of vernacular papers connected with the Remission recommended in favor of Arundur Ramanna.

I have the honor to be

Sir

Your most obedient servant

D Durvasaya

Excise Commissioner in Mysore

Encl 17

... of correspondence relating to the Complaint of one Arunachalam Ramanna Todda, Contractor of Kerlapur, Budrabalia, Keragodu Marli, Ramnathpur and Basavanabetta circles in the Arkalgud Taluq.

A. October 1891 Printed advertisement of sale of Toddy circles to be issued.

B. 7.1.92. Printed notice on Istihar of the sale of Toddy circles was hereunto annexed.

C. 22.1.92. The following Toddy circles were sold in the Arkalgude Taluk by Messrs Lie Donnell and Gobalicayen in the presence of the amildar to one Arunachalam Ramanna late manager.—

7 Circle.

		Local cess.
1	Ramanathpuram	53 — 2 — a
2	Basavakalai	136 — "
3	Nerlakeri	108 — 6 — "
4	Kerasodemarli and Rudrakalai	37 — 3 — a
	Total	334 . 11 . "

D. 9. 3. 92 —

Notice to Anamoor Ramanna was issued by the amildar of Arkalgud Taluk requiring him to deposit one months Khist and also to furnish security for 3 months Khist

F. 18. 3. 92.

Anamoor Ramanna addressed a letter to the amildar enquiring what vanams had been assigned to the seven circles taken up by him as he heard that certain vanams had been assigned to Salagram Shah.

E 18.3.92 An endorsement was given to the petitioner by the amildar to the effect that he should appear before him to pay up the deposit amount and furnish security.

G 5.4.92. Cumaraswamy Ramanaya addressed again a petition to the amildar stating that the vannams mentioned in the Sagavasi chit for Kerayadenarti and Rudrakatina and also that Yeladahully Dadathahully vannams attached to Kerlakere should might be defined and made over to him as he heard that Lodigers of Hunsur taluq

6

entailed today from 2
or 3 vacancies..

H .25.4.92. Amanoor mana
gaun addressed a pe-
tition to the Amildar
stating that there are
no trees in the vanams
assigned to Kelatur,
Rudrabalun and Kera-
gode taluk circles, and
that unless the trees are
given and proper arrange-
ment made to enable
him to draw today
the deposit amount
could not be paid.—

I 29.4.92 The Amildar re-
ported to the deputy
commissioner that the
contractor Ramanna
had failed to buy the

required deposit amount
in shape of a notice issu
to him, on the plea tha
the vacancy had not
been assigned to him.
He also reported that
the vacancy was assigned
as per Ramanna's choic
when his bid was accepte
and solicited orders for
the resale of the circles
as per part I of the Inst-
chalika and the amoun
further stated that he
would take steps for the
recovery of Rs 334-11-
due by him if he fails
to keep it up.—

J .10.5.92. The application was
directed to proceed
according to rules in the
matter.

K. 3. 6. 92. In a yadi to Heenu
Taluk, the Arkalgud
Amildar requested the
Piddakere Vanam rebon
to be worked up by
Pakrad Contractor) might
be given over to Ramanna

L. 10. 6. 92. Petition of Ramanna
to Arkalgud Taluk. —
about Vanams. —

Re. 11. 6. 92. In a petition addres
by Ramanna to Govt
he vowed the latter
gave an endorsement
to the effect that Govern
ment was not bound
to find Toddy or get
the trees for the Farmers
in that trees or Vanam
had been assigned were
so assigned and with
all errors of discrepancy
and the chetis were

sold with them on
the same conditions.

R. 15.6.92. Endorsement by the
Amil to Ramanna to
the above effect.

O 19.6.92 Ramanna addresses
a petition to the Deputy
Commissioner in which
he stated that although
he requested the Taluk
Amildar to show him
the vanams assigned
to each circle, this was
was not complied
with and that he
suffered loss in conse-
quence and therefore
requested that until
Vanams were made
over to him he hoped
that the benign Govern-
ment would show him

some consideration for the loss sustained by him.

P. 23. 6. 92. An order was sent to the amildar requiring him to report under what condition the sale was conducted and to state the reasons if any in support of the allegation of the petitioner.

2. 25. 6. 92. The Hunsur Taluk amildar directed the Bettadahur sheristadar to arrange with the Dukandar for the proper supply of Toddy to circles taken up by Ramanna.—

R. 2-7-92. Muchalikas were executed by Ramanna for each of the circles

taken up by him (illegible)
which the names of vanams
attached to each circle
were inserted as follows:

Ramanathpura circle. Yelladahulli and
Sabarhodgi vanams in
Yedatore Taluq.

Basavanhalli
circle. Vanams in Hosa-
agrahara and part of
Bheruya in Yedatore Taluq
and some Sundry vanams
in Basavanhalli. —

Kerlahara Yelladahulli Pete
and Badadahully Pete
in the Yedatore Taluq.

Rudrahalla
and Kergode Inam } 1. Attigode vana
2. Ramanagadde vana
3. Havaviana Katte vana
4. Piddakere vana
5. Hullegowdanakere van
6. Rudrahalla.

5 5.7.92. Arkalgode amildar
reported to the Deputy
Commissioner that

Ramanna had paid
us the deposit amount
and Rs 100 for April
and may for all the
circles taken by him
and that he would refor
if he need anything wrong

TT 10.7.92. Bettadahun Sheikh
took a deposition from
Kanegowda Contractor
of Pakwad to the effect
that he had not drawn
Toddy from Piddakere
Vanam but that he
had taken the Hedaraki
fees in the holding of
one Bora for Rs 11.

U 10.7.92. A Muchalaga was
also drawn up by the
Sheikdar in which it is
stated that the Pakwad
Contractor should draw
Toddy from Hedaraki by

cc

Kavalukodi Vidya above Piddekere. To this arrangement the contractor Ramanna agreed and also made a remark in his own handwriting to the effect that he agreed to the conditions laid therein and that he ~~had~~ would not object to the Pakwad contractor drawing Toddy in the Kavalukody vana. —— vide letter No 15 in the file. —

12. 11. 7. 92. An endorsement was given by the amildar of Yedakatay Taluk to Ramanna to the effect that the vanam

in that Taluk would be pointed out to them by the Shanbogues and Patels as the Today Jusheelar who had been there on 2 or 3 occasions for the very purpose was not able to find them and that he should pay up the arrears as per notice without further delay.

W. 12.7.92. Report of the Shekdar of Bellada iar stating that he made over the Piddekere vana to the contractor Ramanna and that Pakruddin Sahadar was drawing todde from the trees situated in Kavalkody belonging

to Hidurvalidaru. 2.

JC. 14.7.92. Petition of Kaaragonda Contractor of Pahuad to the amildar of Hunsur complaining that Ramanna Contractor of Basavakula shall unnecessarily interrupted him from drawing Toddy from the trees in Kaval Body near Piddeherevana.-

14.7.92. Order by the amildar to the Abkary Inspector to settle the matter.

4. 17.7.92. Contractor Ramannaís statement before the Toddy Inspector of Arkalgud to the effect that out of vanams set apart for Rudrapatna and Heragode Wards shall be admits that Piddeher

which was in dispute
was made over to him
by the sheikh 'Bellida
Iwa he acknowledged
the receipt of the said
Vanam (Pidakkue). and
that he had no dispute
with regard to other
Vanams and that he
already made himself
acquainted with other
Vanams and that he
knew already. that
Dadathubully and Yellida-
thully Vanams were assigned
to Kerlabunshah and
he had no dispute re-
garding the same and
further states that he
gained some knowledge
of the Vanams at Arab-
for Ramanathan and
Basavabalia shobs
and that if there were
any dispute hereafter

he would have it settled according to rules.—

Z 3.7.92. Imbagan executed by the inhabitants of attigode and Belladuhully villages states that Piddekere vana belongs to attigode villages, and Kavalkody vana belongs to Kayanahully village, and that Piddekere vana is not attached to Kavalkody.—

A. 24.7.92. statement of Ramanna Contractor to the effect that he and Karessondra Contractor of Pakwad should have come to some settlement as deposed by Karessondra with regard to the distribution of vanams and that he has agreed to the above settlement

and has no complaint
to make in the matter.

24.7.92

Statement of Karegowda
Dakandar of Pakrad to
the effect that he and
contractor Ramanna
have come to some
settlement by exchanging
vanams viz that
Ramanna has permitted
him to work in the
Ramanagudde vanam
and that in lieu of the
same he has made
over the trees taken ch
by them from Hidavalida
and which are situated
near Piddekere and tha
he (Karegowda) would
not enter Attigodevana
and that Ramanna m

worki

would not enter Sangan
settle the boundary—

25-7-92 Reminder from
Arkalgud Taluk to
Hunsur Taluk about
Piddekere vana dispute.

25-7-92. Petition of Ramanna
to Hunsur Taluk requesting
that orders may be issued
to Gyanegowda and
others not to draw Toddy
from Subbe Tobu and
Haviana katte near the
attigode Tank.—

8 5-8-92. Petition from Anandu
Ramanna to the Deputy
Commissioner complaining
that Edigars of Hunsur
Taluk draw Toddy from
Piddekere and Haviana
katte vanams and requesting
redress in the matter

8 8-8-92 The Toddy protection

of Hunsur Taluk reporting that Ramanna has stated to the effect that he has taken over the Ramanna and had no dispute in the matter.

9 9-8-92. Reply from Hunsur Taluk to the Archaeological Assistant informing that the dispute of Ramanna had been settled by putting him in possession of Ramanna which he stated belongs to him

10 29-8-92. Report of Archaeological Assistant to the Deputy Commissioner enclosing the whole correspondence and stating that the sales were conducted after informing the purchasers that the

vacancies which had
been attached to each
shop would not be
changed in future,
that even if the supply
of Toddy were larger or
small from these vacancies
the Contractor was
bound to be satisfied
with what he might
get and that the
bidders had reason
to be well aware what
vacancies were attached
to each circle as the
same could have been
inserted in their Tenders,
and moreover as soon
as the sales were over
the necessary Indenture
has been executed by

them in which were
inserted the vacancies
attached to each circle
and that the Toddy
Inspection was several
times pointed out to the
petitioner the vacancies
attached to his circle.—

6 16.9.92 Notice to Ramanna
to pay up the Rent
amount of Rs 673-2-9.

7 16.9.92. do — Shanbogue
Kahanna for do —

26.9.92. Petition of Ramanna
to Toddy Inspection
informing that Toddy
is being taken away to
Hunsur Taluk from
Attigode vana and
Ramanagoddevana
assigned to his shop
and that Wadatha

vana assigned to Kerla-
kur shob is also assigned
to Kathanally shob
in Yedatoray taluk and
requesting to receive the
balance after settling
the dispute.

1 25.9.92 statement of
Ramanna before the
Zoddy Protector to the
effect that arrears due
and Rudrapatna
for Ramanathpur shops
may be received from
the sureties and with
regard to arrears due
for Kerlakur, Rudra-
thatna and Kergode
mandi shops he stated
that he was unable
the work and having
no sufficient means
and for want of

proper supply of Toddy from the vanams assigned to the shops & was not able to start the business from the Commencement of April but from 20th August therefore he requested time until 10th or end of October 1892 to pay up the arrears dues on account of those shops.

R. 3.10.92. Petition of Ramanna to the Deputy Commissioners about the vanams not being made over to him as stated in his former petition

R. 5.11.92 Petition of Ramanna

to the Deputy Commissioner that he has no complaint about Basavakalu and Ramanathapura schools.

Presented in person.

about the following

1. Kerekuru, Meenu Vadathalully vana assigned to this school belongs to Harthanahully school in Yedatore Taluk and that facilities are not available in yellavahully vana attached to the same circle.

2 nely — The vanaru assigned to Rudrapatna and Kerageode Mandi circles are as follows:

1 Attigode vana

2. Ramanagadde vanam

3- Harevidda Kattevanam

6. Rudraba vanam

5 Piddekere vanam

6. Kullegowdana kere vanam—

In these 6 vanams there are only few trees belonging to Government while the rest belong to Hidavalidars and that these vanams are not in his possession and that they have been attached to Ramadevanahobs in Hunsur Taluk to which Toddy is being taken: and that his principal complaint is that sufficient vanams from which Toddy could be supplied to the three

three shops of Kerlapura
Rudrabatna and
Kergode Mosti have
not been given basi
although he has
been complaining
to the Taluk authorities
since 5th April
last and that he
has sustained loss
in consequence and
that he therefore cannot
pay the balance.

O. 8.11.92

The Doddy Daroga
states that with regard
to the distribute of Vanam
assigned to Kerlapura
shop the Dadakhadilly
Vanam in Yedakere
Taluk is assigned
to 2 shops viz one

Taluk and Hartha-
lully in Yeda the Taluk
and that both shops
have been taken up
by the Petitioner Ramanna
and that bees are
available in Yellada-
lully vana.

With regard to the
2nd Complaint about
the vanams assigned
to Ruvahalla and
Kergode wasti the
Daroga states that out
of 6 vanams assigned
to the above shops
of 3 vanams viz Attigode
vanam, Ramana-
gudde vanam and
Havavinakatte vanam
are also assigned to

the shops of Hundun
Jaleth and that the
petitioner gets his supplies
from 3 other vannams
viz Piddichere, Rudra-
kaliu and Kulleswaram
vannis which are near
and more convenient
to him, and that he
had not gone to other vannams
although ordered to do
so.

10.11.92.

The petitioner -
Ramanna was given
an endorsement No 27.
dated 10.11.92 in detail
to the above burbut
by the Deputy Com-
missioner and he was
also informed that
if he has further

grounds to ~~bring~~ [illegible]
he may do so.

9 10.11.92. The Asstt. was also directed to send the sale list and copy of Mutchalikas taken from the petitioner and to send copy of Istihar enumerating the conditions under which the sale was conducted

7 13.11.92. The Asstt. in his report No 346 of 13.11.92 received with Excise Assistant Commissioner's Yadi No 139 of 6.1.93 elaborately narrates the circumstances under which the petitioner has forced [illegible] to withhold the Khist from them which—

amounted

amounted to Rs 653.7-
ch 6 October 1892. Bra
perusing the records
and further petitions
received from Ramaya
a yadi was sent to
District Excise Asst
Commissioner that
as Doddy is being
supplied to Kerlakura
and Hariharahally
shops both taken up
by the petitioner from
the Dadahalli vanda
his complaint is not
worth noticing that
the amount due from
him should be recover
after issuing notice
and by attachment &
and that with regard

his complaint about
vanam attached to
Rudrabhatta & Hera-
gode marli shabo not
being made over to
him, the petitioner in
his own handwriting
has made a remark
in the statement No 15
in the file, taken by the
sheikdar of Bettadapur
Hobli in Hunsur Taluk
that he has taken over
the Piddakere vanam
in dispute and that
he has no dispute
whatever with regard
to other vanams and
therefore the arrears
due from him should
be recovered.

Petition of Ramanna
to the Deputy Com-
missioner about the
insufficiency of Toddy
supply to his shops
as stated in his appli-
cation of 5th instant.
He enclosed the following
statement in which
it is stated that Toddy
is being taken away
from Ramanagudda
vana by sangarsetty-
hally Ramanna to his
shop at Pakwad.
2. That Toddy is being
drawn and taken away
from Haraviamakatte
vana by Sangarsetty-
hally Ramanna to
Kowalo hally drawn.

3. That Toddy is being drawn and taken away from S... Mines side of the Attigode vana by Veregowda to Byluhole.

4. That Toddy is taken away from the Sentry vanams of Attigodam hully by one Annaya

5. That Dadathalu vana is attached to Harthanahully vana in Yedatore Taluk. The same vana is assigned to Kerlahun shob in Arkalgud, that, there are no trees assigned to Kerlahun shob except the trees belonging to ryots of Yelladahully

9.

Yelladahully. 109

t. 22-11-92. Petition of Anandan Ramanna to the Deputy Commissioner in reply to his endorsement stating that although Harthanahully and Dadathahully vanam belong to Harthanahully shows sufficient Title cannot be entitled to Harthanahully vanam and he has suffered loss. With regard to vanam situated in the Hamlet Dalek, the petitioner stated that from three vanams viz Harvianahatte, Attigode vanam and Ramanagudde

Toddy is being taken
by the Ediyars of Hewesa
Taluk notwithstanding
his repeated complaints.
He therefore requested
that enquiry might be
instituted through the
officials of other Taluks
into the matter.

2c 8-12-92. Petition of Ramanna
to the Deputy Commis-
sioner stating that
out of 8 vacancies re
assigned to the Shanbo
Taluk by the only
four vacancies are in
his possession and
the remaining four
vacancies which are
in Honnavar and

and Yedatore Pattu
are worked out by
the workmen of
those Daleks.

V. 6.1.93 Yadi from the Assistant
Excise Commissioner submitting
report of the Arrack Renter
about Ramanna.

W. 10.1.93 Petition of Ramanna
to the Deputy Com-
missioner stating
that he has signed
the statement before
the Sheikdar of Bellata
wea to the effect that
he has taken over
possession of only
Piddeke, a Vandan
from one Kassa and

[illegible] [illegible]
about their vandam.
She further states that
Dadathalilly vanna
in Yedalore Taluk,
attigode vanna, Hara-
viana katte vanna
and Ramanagudde
vanna in Hunsur Taluk
have not made over
to him, hence he
is notliable to pay the
arrears due by him.

18.1.93 Petition from
Ramanna to the
Deputy Commissioner
stating that his pro-
perty has been attached
and proclaimed to
be sold on the

28th January, 1893

1 Ramanagaddey vana
2. Attigere vana
3 Haraviana katte vana
in the Hunsur Taluk
4 Dadakhalully vana
in Yedatore Taluk.

liable to pay the amount as four vanams noted in the margin have not been made over to them.

Y. 20.1.93

Yadi No 815 to the Assistant District Excise Commissioner informing that the complaint of Ramanna has already been settled as per endorsement already given thereon that the arrears due from them should be recovered by taking necessary steps in the matter.

23.1.93.

Yadi from the District Excise assistant Commissioner to the amildar of Arkalgud

to proceed in the matter
as her instructions gave
in the matter [illegible] Mee
Deputy Commissioner.

25-1-93 Notice issued by
Mr C Ranga Rengan ad-
vocate to Mr Richard Ha
Amildar of Arkalgud
intimating that he would
sue him for Rs 1000 —
on behalf of Ramanna
for loss sustained by him
on account of certain
vacancies set apart to
Kerlapur, Rudrabalu,
and Herasode Martí-
cicles, not being found
out in time and genuine
ones to him.

12.2.93 Yadi from Arkalgu
Amildar to the District
Excise Assistant Commi
Mysore

forwarding the protest
received from Mr. Ruegg
Ryegar advocate together
with a brief memo of
facts in the case.

24. 2. 93.

Yadi from the
District Excise assistant
Commissioner to the
Deputy Commissioner
forwarding the whole
correspondence and
requesting instructions
in the matter.

M Murray

Deputy Commissioner

Hassan District

Draft for approval.
4/9/96.

Read:- 1/6 (28)

Letter no 4714/526 dated 21st May 1896 from the Excise Commr in mysore, submitting for sanction a remission statement for Rs 1040-8-3, in favour of one Anandur Ramanna, defaulting Toddy vend farmer of the Arkalgud Taluq, for the year 1892-93.

Order thereon. 2 x No 287-72 Ex 99 dated 12 9 96 the

The Petr Ramanna was Toddy Vend Farmer of 5 circles in the Arkalgode Taluk for the year 1892-93. His complaints have reference to two of them, namely the Kerlapura and the Rudrapatna and Keragodarahalli Farms.

The Dadahalli grove having been assigned in common to the Kerlapur Farm and to the Hara-thanhalli Farm in the Hedalore Taluk along with other groves, during the Toddy Sales the Petr alleges that the supply of toddy to the Kerlapur Farm was reduced and that he sustained loss thereby. Considering that he was himself the purchaser of both the farms, and for the very reason that the grove was common to both, that it was incumbent on him at the time of sale to have ascertained what were the groves assigned to the farms he purchased that this information

X 2 Also petition dated 16th June 1893 from Anandur Ramanna complaining that he sustained heavy loss owing to certain toddy groves assigned to him in the Mutchalika, not having been put in his possession.

Recd 8-9-96

Recd 8-9-96

SECT 8.12
FILE 11 Aug 92
SIR 21

as well as other traders, that, as reported by the Dy Comm the supply of toddy from the Groves assigned was sufficient for both farms, and that, had it been otherwise, he would not have paid the deposit & which amounts in May & June 1896 the Govt are not disposed to attach any credence to his allegations.

Of the 6 groves assigned to the Kudrapalya and Karagodenahalli farms, the Petr contends that three were never put in his possession, — a contention that is simply disproved by his own Mahchalika and vouchers, in which he admitted delivery of all the six and the final settlement of his balances with neighboring contractors.

Ramanna's complaints are thus seen to be frivolous and must be dismissed accordingly.

2. Of the arrears due by the Petr, a sum of Rs 167 has been recovered by attachment and sale of his and his sureties' properties. The balance, Rs 1040-8-3, is reported to be irrecoverable; and the Government are pleased to order its remission.

Secretary

Under Secy
4/9/96

Asstt Secy
12/9/96

Excise Comr
with D.P.

1896 P 118

From

The Secretary to the
Government of Mysore.

To

The Private Secretary to H.H.
The Maharani ~~Regent~~, C.I.,
Regent of Mysore

Dated 23rd November 96

Despatched

Received

General No. 4733
Pet No. 766

Enclosure No. /

With reference to communications noted in the margin, has the honor to forward herewith for information a copy of the order passed on the appeal of Anandur Ramanna, late Toddy Contractor of Arkalgud Taluk, ~~addressed to H.H. the Maharani C.I., Regent of Mysore~~.

By order
Q
23/11/96
Secretary.

19/11/96
Draft.

SECTION S
1892 3
S 2 2

Docket Nos. 66 & 2nd Oct 95
" 90 & 2nd Nov. 95
" 104 & 10th Dec 95
" 134 & 15th Jany 96
" 174 & 2nd April 96
" 194 & 7th May 96